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DAMAGES — MITIGATION OF DAMAGES — EFFECT OF VIOLATION OF A CONTRACT DUTY OWED TO A THIRD PERSON. — The plaintiff sent a message by the defendant company, authorizing his agents to sell certain land at \$55 an acre. The message as delivered read \$50 an acre. The agents made a contract of sale at the lower figure, which provided for a deposit of \$500 in a bank to be paid the buyer as his damages, "if default was made by the seller." The plaintiff conveyed the land at the contract price, which was \$800 less than he would have received at the price he quoted to the defendant. *Held*, that the plaintiff can recover only \$500. *Western Union Telegraph Co. v. Southwick*, 214 S. W. (Tex. 987).

The principle is well established in the law of damages that a plaintiff cannot recover for any injury which he could reasonably have avoided. *Western Union Telegraph Co. v. Williams*, 57 Tex. Civ. App. 267, 122 S. W. 280; *Postal Telegraph & Cable Co. v. Schaefer*, 110 Ky. 907, 62 S. W. 1119. But a plaintiff is not required to violate the rights of third parties in order to mitigate the injury to himself. *Kankakee, etc. R. R. Co. v. Horan*, 23 Ill. App. 259. See *Leonard v. New York Telegraph Co.*, 41 N. Y. 544, 566. Thus in the principal case it becomes essential to decide whether the contract was in the alternative or not. The use of the word "default" would seem to indicate an intent to bind the vendor to a single obligation, with liquidated damages for a breach thereof. See *Ropes v. Upton*, 125 Mass. 258, 261. Judged by the constructions in the decided cases the contract in the principal case does not seem to be in the alternative. *Howard v. Hopkins*, 2 Atk. 371; *Zimmerman v. Gerzog*, 13 N. Y. App. Div. 210, 43 N. Y. Supp. 339; *Dills v. Doeblar*, 62 Conn. 366, 26 Atl. 398. Hence, the plaintiff was not required to break his contract with the purchaser and surrender his deposit, and should have recovered \$800. The fact that the deposit was in the hands of a third party makes no difference. See 29 HARV. L. REV. 454.

DIVORCE — CUSTODY AND SUPPORT OF CHILDREN — WHAT LAW CREATES AND ENFORCES OBLIGATION OF A DIVORCED FATHER TO SUPPORT CHILDREN. — An Illinois court divorced the plaintiff from her husband and gave her the custody of the children, but made no provision for their maintenance. Subsequently the plaintiff and her children became residents of Missouri, as did the father also. On the death of the latter, the plaintiff sued his executor in Missouri for the maintenance of the children since divorce. *Held*, that she can recover. *Winner v. Shucart*, 215 S. W. 905 (Mo.).

When the parents are divorced, some courts, with or without statutory permission, impose on the father the duty of supporting the children even though their custody has been granted to the mother. *Plaster v. Plaster*, 47 Ill. 290; *Gibson v. Gibson*, 18 Wash. 480, 51 Pac. 1041. *Contra, Ramsey v. Ramsey*, 121 Ind. 215, 23 N. E. 69. While the obligation to support is often made a part of the divorce decree, it may be imposed on a subsequent application, provided the court granting the divorce still has personal jurisdiction over the parties. *McKay v. Superior Court*, 120 Cal. 143, 52 Pac. 147; *Gibson v. Gibson*, *supra*. Such an alimentary obligation is not penal in its nature; the court imposes it on the father for the sake of the child and to prevent the burden of its support from falling on the state. Such an obligation, therefore, should be created and enforced at the domicile of the child or his place of residence for the time being, for no other sovereign has any interest in his support. See J. H. Beale, "The Progress of the Law, 1918-1919 — The Conflict of Laws," 33 HARV. L. REV. 14-15. Similarly, if a statute of an adult pauper's domicile imposes an alimentary obligation on the parent which the law of the latter's domicile does not, only the courts of the pauper's domicile should enforce performance of the obligation. See *Coldingham Parish Council v. Smith*, [1918] 2 K. B. 90. Courts should reach a similar result, as did the principal case, when the new duty is judicially imposed.